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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Twin City Fire Insurance Company,

No. CV-22-00489-TUC-JGZ

10 Plaintiff,

ORDER

11 v.

12 DanceIt! Studio LLC, et al.,

13 Defendants.
14

15 Pending before the Court is Defendant DanceIt! Studio LLC's Motion for
16 Reconsideration. (Doc. 50.) The DanceIt! Defendants request that the Court reconsider its
17 February 2, 2024 Order granting the Plaintiff's Motion for Summary Judgment. (Doc. 46.)
18 The Court ordered Plaintiff Twin City Fire Insurance Company to file a Response, which
19 it has done. (Doc. 56.) Having considered the parties' briefing, the Court will deny the
20 Motion to Reconsider.

21 Motions for reconsideration should be granted only in rare circumstances.
22 *Defenders of Wildlife v. Browner*, 909 F. Supp. 1342, 1351 (D. Ariz. 1995). A mere
23 disagreement with a previous order is an insufficient basis for reconsideration. *See Leong*
24 *v. Hilton Hotels Corp.*, 689 F. Supp. 1572, 1573 (D. Haw. 1988). "The Court will ordinarily
25 deny a motion for reconsideration of an Order absent a showing of manifest error or a
26 showing of new facts or legal authority that could not have been brought to its attention
27 earlier with reasonable diligence." LRCiv 7.2(g)(1). Here, the DanceIt! Defendants do not
28 present new facts or legal authority warranting reconsideration of the summary judgment

1 order. They argue the same facts and legal authority, but request a different outcome.

2 Defendants ask the Court to reconsider its determination that the Trampoline
3 Exclusion in the insurance policy is enforceable. (Doc. 50 at 1.) Defendants argue that the
4 Trampoline Exclusion cannot be enforced because the “wrong policy” was issued.
5 Defendants suggest that if Twin City had issued “the correct policy for an exercise studio,”
6 which the Valencias would have expected, the policy would not have excluded coverage
7 for injuries from trampolines. (Doc. 50 at 2.) In support, the Defendants cite only one case,
8 *Darner Motor Sales, Inc. v. Universal Underwriters Ins. Co.*, 140 Ariz. 383, 394 (1984),
9 in which the Arizona Supreme Court adopted the reasonable expectations doctrine.

10 The Court considered the applicability of the reasonable expectations doctrine in its
11 Order granting summary judgment. The Court found a genuine issue of material fact exists
12 as to the applicability of the doctrine to the policy’s Bodily-Injury Exclusion and Exercise
13 Exclusion. However, the Court found the Valencias had no reasonable expectation of
14 coverage for trampoline injuries because the Valencias did not tell the agent that DanceIt!
15 owned, maintained, used or expected to use, trampolines of any kind; did not tell the agent
16 about any specific type of fitness class from which he might have reasonably inferred that
17 trampolines or rebounding devices might be used; and there was no evidence regarding the
18 regularity of the use of trampolines at the studio, when the studio first began using
19 trampolines, or even if the studio was utilizing trampolines at the time the insurance policy
20 was purchased. (Doc. 46 at 8.)

21 The Defendants’ argument that they expected a “correct policy for an exercise
22 studio” is just a reframing of their reasonable expectations argument.¹ The Court has found
23 the Valencias failed to demonstrate a reasonable expectation of coverage for injuries
24 resulting from the use of rebounding devices. Defendants’ Motion for Reconsideration
25 does not contain any additional facts to contribute to that analysis. Moreover, there is no
26 evidence that a “correct policy” for an exercise studio would not include a trampoline

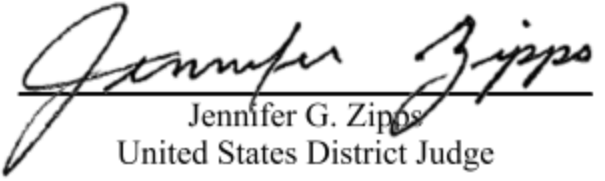
27 ¹ The Court finds no legal support for the argument that the reasonable expectations
28 doctrine allows for replacement of an entire insurance policy. The reasonable expectations
doctrine relieves a party from “certain clauses” of an agreement, allowing an insured to
receive coverage consistent with their insurance expectations. *Darner*, 682 P.2d at 399.

1 exclusion.

2 Accordingly,

3 **IT IS ORDERED** that Defendant's Motion for Reconsideration (Doc. 50) is
4 **denied.**

5 Dated this 24th day of April, 2024.

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9 Jennifer G. Zippo
United States District Judge